

MONROE COUNTY REQUEST FOR QUALIFICATIONS [RFQ]

Outreach Services for Gang-Related Probationers

Release Date: May 18, 2012

Response Deadline: June 8, 2012



Maggie Brooks
County Executive

Monroe County
Department of Public Safety
Office of Probation –
Community Corrections
33 North Fitzhugh Street
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Qualifications, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:

Kim DeLuca, Contract Management Coordinator
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax (585) 753-1104

Name of RFQ: Outreach Services for Gang-Related Probationers

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

Reason for No-Response: _____

Project capacity. _____

Cannot quote competitively. _____

Cannot meet delivery requirements. _____

Cannot meet specifications. _____

Do not want to do business with Monroe _____

County. _____

*Other: _____

Suggested changes to RFQ _____

Specifications for next _____

Request for Qualifications _____

* Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc.

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SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose and Objective

Monroe County (“the County”) is seeking qualifications from qualified individuals/entities to provide outreach services to gang-related probationers. These services are being solicited to fulfill a grant award funded through the New York State Division of Criminal Justice Services. The goal[s]/objective[s] of the County, grant award, and RFP are as follows:

Goal: Enhance public safety through intervention with high-risk, gang involved offenders under probation or parole supervision in Monroe County.

Objective: Provide follow-up support to offenders who attend Second Chance Call-in Sessions and assist these young men and women in making decisions that will avoid future involvement with violent crime.

The County’s objective is to enter into an eight-month contract, beginning July 1, 2012, with one or more Respondents; with the option for two additional one-year terms should the County receive continued funding from the grant.

1.2 RFQ Coordinator; Issuing Office

This Request for Qualifications (“RFQ”) is issued for Monroe County. The RFQ Coordinator, identified below, is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Respondent.

Kim DeLuca, Contract Management Coordinator
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: kdeluca@monroecounty.gov

1.3 County’s Rights and Intentions

The County shall have the right at any time to withdraw this RFQ, to issue amendments or addenda thereto, to issue a new RFQ, to extend or otherwise change any deadlines or time periods, to reject all or any proposals received, to interview all, any or none of the firms so responding, to invite any firm specifically to respond to this RFQ, or to award one or more or no contracts for the provision of all or any portion of the services described herein on such terms and/or conditions as the County may deem necessary or desirable. The County's actions and decisions in this regard shall be within the sole and complete discretion and judgment of the County, exercisable by the County solely as it sees fit. The County shall have no responsibility or liability to any individual or entity whatsoever for any claimed cost, expense, loss, judgment, damage or liability of any kind, direct or indirect, with respect to or arising out of the issuance of this RFQ, any responses thereto, any errors, omissions, or misstatements of fact contained herein or any other documents or information provided by

the County or any actions, inactions, decisions or omissions by the County with respect thereto.

1.4 Timeline

The schedule of events for this RFQ is anticipated to proceed as follows:

- ◆ This RFQ will be distributed on May 18, 2012.
- ◆ All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the address provided in Section 1 and received no later than 3:00 PM EST on May 25, 2012.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFQ. These will be sent out to all Respondents who received the original RFQ no later than June 1, 2012.
- ◆ **Final RFQ submissions must be received by 3:00 PM EST on June 8, 2012** at the address shown in Section 1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

Monroe County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. Monroe County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. Monroe County also owns and operates the Greater Rochester International Airport and leases and operates the Seneca Park Zoo.

The Office of Probation – Community Corrections (“Probation”) provides a multitude of State mandated services, including investigations for Family Court, investigation services to the Criminal Courts, and supervision and treatment services to all clients sentenced to probation. All Probation efforts have the underlying objective of identifying services and programs that encourage the offender to become a law-abiding citizen. Probation is dedicated to assisting the courts in rendering decisions and then enforcing the orders of the Court. Officers are responsible for client screening, initial risk and needs assessment and recommendations prior to final court disposition. Afterwards, Officers enforce the conditions of the probation sentence; refer clients to treatment, monitor progress, and report violations to the sentencing court.

Staff collaborates extensively with the New York State (“NYS”) Division of Criminal Justice Services (“DCJS”), the NYS Office of Children and Family Services (“OCFS”), law enforcement

agencies, victims, community/neighborhood organizations, governmental entities, judges, schools, treatment agencies, offenders, and families to enhance the public safety of Monroe County.

SECTION 2 - BACKGROUND/SCOPE OF WORK

2.1 Background

Monroe County and the City of Rochester are burdened by a significant “gang” or “group” presence, where criminal behavior is associated with membership. With approximately 100 gangs in our community, it is estimated that some 2,000 young men and women claim membership in a criminally oriented gang or group. Criminal and Juvenile Justice leaders support efforts to intervene and reduce the number of youth involved in gang activity.

Like other urban environments, Monroe County and the City of Rochester are challenged by significant rates of criminal behavior. Monroe County experienced 24,558 Index Crimes in 2011, 2,649 of them classified as Violent (*Crime in New York State, 2011 Preliminary Data*, DCJS, April 2012). Given the fact that probation remains the most used sentencing disposition in Monroe County, with more than 6,000 adults under probation supervision and approximately 2,000 supervised by local Parole Officers, gang affiliated offenders are at the highest risk of committing new crimes. Efforts to support the work of Probation & Parole Officers through outreach services to these high risk offenders will enhance desired recidivism outcomes.

Description of Initiative

The *Second Chance Outreach Worker Initiative* provides follow-up intervention and services to probationers and parolees who have attended a *Second Chance Call-in Session*. These call-in sessions have been held in Monroe County for over a decade, as originally developed by David Kennedy, a professor and the director of the Center for Crime Prevention and Control at John Jay College of Criminal Justice in New York. Alternately referred to as ‘Ceasefire Call-in’ or ‘Offender Call-in’, the sessions bring approximately 25 high risk, gang-involved probationers and parolees into a Monroe County Court courtroom several times each year to listen to messages from a number of law enforcement leaders.

The offenders are initially identified by the Rochester Police Department and various Field Intelligence Officers working in the Monroe Crime Analysis Center, targeting gang members with histories of violence and where officers are concerned that the probationers/parolees will become a future homicide victim or perpetrator. After consultation with supervising Probation Officers and Parole Officers, the offenders are ordered to attend the Call-in session as a “report to their officer.”

The sessions are convened by a Monroe County Judge who calls the roll and announces warrants for those who fail to attend. The Judge then admonishes the offenders to listen carefully to the messages they are about to hear and provides them with some words of support and hope. The meeting is facilitated by a Rochester Police Officer and speakers include the Monroe County District Attorney, Rochester Police Chief (and other officers), Assistant United States Attorney, Monroe County Chief Probation Officer, New York State Parole Bureau Chief and a trauma surgeon from the University of Rochester Medical Center. Messages are similar, that the law enforcement community is working together to stop violent acts in our neighborhoods; that we are sharing intelligence with one another; and that the attendees have been identified as being high risk for being a victim or perpetrator and that our desire is to avoid such a circumstance.

While the Call-in sessions are always followed by presentations by community based programs (non-law enforcement), offering support and referral information, a missing component is a dedicated effort to follow-up with these offenders. Probation and Parole Officers talk with offenders about the Call-in session during subsequent reports and make referrals as needed, but high caseloads prevent any comprehensive efforts to match the law enforcement warnings with extensive support.

2.2 Scope of Work

The Outreach Worker ("OW") will be stationed within the local Probation office, assigned a County office, phone and computer and work side-by-side with Probation Officers. The OW will meet with assigned clients within the Probation office, collaborating closely with the assigned Probation Officer. The OW is considered a non-peace officer member of the Probation agency and clients become well-aware of the close working relationship as well as the roles of the OW and Probation Officer. Where the attendee is a parolee the OW will work closely with the assigned Parole Officer.

Services provided by the Outreach Worker include:

- Individual and group meetings with gang members.
- Presentation of Anger Management education based on Aggression Replacement Techniques ("ART") behavioral intervention model.
- General Education Degree ("GED") preparation, with classes held at Probation.
- 'Lead the Way' educational classes, working with trained Probation Officers to provide sessions based on the *Phoenix Curriculum*.
- Mental Health referrals and follow-up.
- Substance Abuse treatment referrals and follow-up.
- Establishing public assistance appointments.
- Client stabilization (housing etc.).
- Referrals to youth employment preparation, job placement/retention programs.
- Procurement of identification cards to facilitate job applications.
- Transportation assistance.
- Wrap-around services as needed.

It should be noted that the Outreach Worker often accompanies the offender to the aforementioned sessions at community locations in order to avoid violations of probation or parole and to ensure that the first step is completed successfully. This level of intervention and service, while desired, most often is not able to be provided by Probation and Parole Officers with high caseloads.

The Outreach Worker will provide services during regular Probation business hours (Monday, Tuesday & Friday, 8:00 a.m. – 5:00 p.m. and Wednesday & Thursday, 8:00 a.m. until 6:30 p.m.), but will work flexible hours depending on client needs, and visit offenders during weekend and evening hours, and accompany clients to evening treatment or educational sessions as needed.

The Outreach Worker is projected to work with 60 offenders annually. Offenders are ages 16-26, generally reside in high-crime and challenged neighborhoods in the City of Rochester and are predominately convicted of violent felonies.

2.3 Performance Standards and Measures

The performance measures are as follows:

- #1: Serve 60 offenders, ages 16-26, which are supervised by Probation or Parole Officers, and achieve 70% success in preventing new offenses by clients during active program operation.
- #2: Meet designated offenders prior to attendance at the Second Chance Call-in Session.
- #3: Attend the Call-in Session and provide a presentation to attendees after law enforcement leaders complete their messages and leave the courtroom.
- #4: Establish on-going group and individual meetings with offenders, always collaborating with the assigned Probation or Parole Officer.
- #5: Conduct on-going Anger Management Programs using ART treatment methods.
- #6: Facilitate GED preparation classes.
- #7: Percentage of clients who achieve 90-day job retention during active participation in the program (50% target).
- #8: Percentage of clients who obtain Department of Motor Vehicles and other identification cards that is necessary to properly enroll in certain programs and obtain employment (100% target).

Each Respondent is responsible for reporting each of the measures in the New York State Grants Management System on a quarterly basis. Reports are due to the County by:

November 15, 2012
February 15, 2013
April 15, 2013

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFQ. Respondents not responding to all information requested in this RFQ or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on June 8, 2012.

Kim DeLuca, Contract Management Coordinator
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: kdeluca@monroecounty.gov

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification.** Vendors receiving this RFQ who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFQ] to be received by the indicated contact on the form no later than the proposal submission date. This RFQ is the property of Monroe County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies.** Respondents must submit one (1) signed original Proposal and four (4) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Qualifications for Outreach Services for Gang-Related Probationers."** The Respondent must also respond electronically in addition to submitting hardcopies of its proposal as provided above. Electronic submission may be made via email, CD or flash drive. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign proposals.
- D. Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3. 1. A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFQ and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Respondents who have received RFQs and must be acknowledged in the RFQ response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFQ during the RFQ process unless specifically authorized in writing by the RFQ Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all that received the basic RFQ. **An acknowledgment of such addenda, if any, must be submitted with the RFQ response. Applicants will only receive notices of addenda by downloading the original RFQ document via the Monroe County website at www.monroecounty.gov.**

3.5 Organization of Proposal

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section.

A. Transmittal Letter. Each response to the RFQ should be accompanied by a letter of transmittal not exceeding two (2) pages that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the contact person.

B. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. Company Information. Provide information related to yourself or your company and any company you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.

3. Total gross revenues of the company covering the last three years.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

A list of all public sector clients in the State of New York over the last three years, along with the dates of engagement for each client. Include the following information for each public sector client:

- a. Name and address of the client;
- b. Name and telephone number of contact person;
- c. Summary of the services provided to each client.

E. Qualifications. Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:

1. Résumés for the key personnel to be involved in providing services to the County.
2. List any licenses, certifications, or education required to perform these services.

F. Cost Proposal. Respondent must provide the proposed fees/hourly rate/method of compensation for these services.

G. Insurance Requirements. The Contractor shall procure and maintain at its own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors.

The successful Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the

provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Contractor naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The policy must be endorsed by the insurance carrier to authorize the additional insured designation. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Consultants
- Personal Injury

- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Contractor with minimum limits of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage.
- E. MOTOR VEHICLE INSURANCE issued to the Contractor and covering liability and property damage on the Contractor's vehicles in the amount of \$1,000,000 per occurrence naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The policy must be endorsed by the insurance carrier to authorize the additional insured designation..

H. Exceptions to the Standard Monroe County Contract. For all exceptions to the Standard Monroe County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

3.6 Method of Evaluation

Selected personnel from Monroe County will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared

and submitted proposals for the RFQ and make a selection of the individual/entity best able to provide these requested services.

Responses to this RFQ will be evaluated according to the following criteria:

◆ Understanding of the Project	10%
◆ Capacity/Availability to Perform Services	20%
◆ Qualifications/Experience on Similar Projects	30%
◆ Cost	20%
◆ Local Office/Support	20%

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, Monroe County is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFQ documents and the anticipated contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

APPENDIX A:

SAMPLE STANDARD MONROE COUNTY CONTRACT

The County contemplates that, in addition to all terms and conditions described in this RFQ, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Monroe County Contract.

Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms

THIS AGREEMENT, made this _____ day of _____, 20__, by and between MONROE COUNTY, a municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "COUNTY", and _____, with offices at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

WHEREAS, the COUNTY issued a Request for Qualifications ("RFQ") dated _____, and

WHEREAS, the CONTRACTOR has submitted a proposal, to perform the requested services, and

WHEREAS, the CONTRACTOR is willing, able, and qualified to perform such services,

WHEREAS, the County Legislature of the County of Monroe by Resolution No____, of 20__ authorized the County Executive, or her designee, to enter into a contract for services as hereinafter described, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Contractor shall perform the following services for the County:

A.

B.

II. TERM OF CONTRACT

The term of this Agreement shall be for the period of _____ through _____.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon ____30____ day's prior written notice sent by registered or certified mail to the County's _____Director or the Contractor. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

III. PAYMENT FOR SERVICES

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed _____ (\$_____).

Payment by the County for the sum(s) herein contracted for shall be made upon the submission of properly executed Monroe County claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the County's Director of _____, or by his/her designee, and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability insurance shall provide for and name Monroe County as an additional insured for both general liability and automobile liability coverage. The policies must be individually endorsed by the insurance carrier to authorize the additional insured designations. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement resulting from this RFQ. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but

not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

- A. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.
- B. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

XI. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Section ____ of this Agreement, _____ (\$_____) of such amount or _____(____%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name:

Award Number:

Award Year:

Name of Federal Agency:

Catalog of Federal Domestic
Assistance (CFDA) Number:

The Award [] is [] is not related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
401 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent

auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

XII. RIGHT TO INSPECT

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

XIII. JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
Room 204
111 Westfall Road
Rochester, New York 14620
Fax: (585) 753-6322
Telephone: (585) 753-6096

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

XIV. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

XVI. CONFIDENTIAL INFORMATION

- A. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from Monroe County, acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information,

and who have been authorized by Monroe County to receive such Confidential Information.

- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of Monroe County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

- a. Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

XVII. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

XIX. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations, including County policies and procedures.

XX. MISCELLANEOUS

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

COUNTY OF MONROE

By _____
Maggie Brooks
County Executive

CONTRACTOR

By _____

Name:

Title:

Contractor's Federal ID Number or
Social Security Number

State of New York)
)
County of Monroe) ss:

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared MAGGIE BROOKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
)
County of Monroe) ss:

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SAMPLE CONTRACT APPENDIX A

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/ contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

[Print Name of Contractor]

By: _____
[Print Signature]

[Print Name]

[Print Title/Office]